

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE
AGREEMENT NO. 1

DATE:

3.7.12

Lease No. LND14320
Building No. ND1359

THIS AGREEMENT, made and entered into this date by and between **Darrell Gast**

whose address is [REDACTED]

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

Whereas, the parties hereto desire to amend the above as follows:

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, effective March 1, 2012, as follows:

Standard Form 2 (SF2) Paragraphs 2, 3, 4, 7 and 9 are deleted and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **March 1, 2012**, and continuing through February 28, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-5	\$ 156,111.33	\$ 39,288.67	\$ 1,631.80	\$ 700.00	\$ 197,731.80	\$ 16,477.65
6-7	\$ 160,861.33	\$ 39,288.67	\$ -	\$ -	\$ 200,150.00	\$ 16,679.17
8	\$ 165,611.33	\$ 39,288.67	\$ -	\$ -	\$ 204,900.00	\$ 17,075.00
9-10	\$ 170,361.33	\$ 39,288.67	\$ -	\$ -	\$ 209,650.00	\$ 17,470.83

* The annual amounts listed above for shell are inclusive of real estate taxes. SF2 paragraph 11, establishes the real estate tax base as \$21,738.00 per year.

Rent for a lesser period shall be prorated. Rent shall be payable through Electronic Fund Transfer (EFT) to:

Darrell Gast
[REDACTED]

4. The Government may terminate this lease in whole or in part at any time after February 28, 2017, by giving at least sixty (60) days' notice in writing to the Lessor and no rental rate shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

7. Rent includes a Tenant Improvement Allowance of \$8,159 to be amortized through the rent over the firm term of the lease (sixty months) at the rate of 0.00%. In accordance with SFO paragraph 3.3 *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

9. In accordance with SFO Paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded, and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease, or commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] % of the Commission, will be payable to CBRE, when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$16,477.65 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: DARRELL GAST

BY

Tim Gast
Authorized Agent

[Signature]
(Signature)

IN THE PRESENCE OF (witnessed by:)

Loretta Meyer
(Signature)

[Redacted]
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

Darrell Gast

Contracting Officer
(Official Title)

GSA FORM 276 (REV. 7-67)